

# ORDER AGREEMENT

Check Applicable Box

☒ Purchase

☐ Lease

☐ Other: \_\_\_\_\_

<b>VOICE TO</b> Account #	<b>SOLD TO</b> Account #	<b>SHIP TO</b> Account #
Legal Name Gila County	Legal Name Gila County	Legal Name Gila County Constable
Attn Line 1 Accounts Payable	Attn Line 1 Finance (First Floor)	Attn Line 1 Cheryle Wood
Attn Line 2 Finance (First Floor)	Attn Line 2 Misti Williams (Purchasing)	Attn Line 2 (928) 474-3844
Street Address 1400 East Ash St.	Street Address 1400 East Ash St.	Street Address 108 W. Main Street
City Globe State AZ Zip 85501	City Globe State AZ Zip 85501	City Payson State AZ Zip 85541

Tax Exempt <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)	Tax Exempt #	P.O. # 2011-00000-195	P.O. Expiration Date	Not indicated on PO
U.S. Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)				

Payment Terms: net 30	Credit Card	Card Type	Name on Card	Amount
		Authorized Credit Card Amount:	(plus applicable taxes)	Check #
		Credit Card #	Expiration Date	

Requested Delivery Date: 11/29/2010	Maintenance Contract <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined
-------------------------------------	---

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A0ED012	BH C-280 DIGITAL COPIER/SCANNER/FAX		\$ 4,520.00	\$ 4,520.00
1	15LB	FK-502 FAX BOARD		\$ 410.00	\$ 410.00
1	A0XWWY4	DK-507 COPY DESK	No Cost exchanged for lessor cost stand	\$ -	\$ -
1	A0YAWY1	FAX MOUNT KIT		\$ -	\$ -
1	A0HUWY1	DF-617 AUTO DOC FEEDER		\$ -	\$ -
1	A0HRWY1	FS-527 FLOOR STANDING FINISHER	(DO NOT INSTALL)	\$ -	\$ -
			(SPACE ISSUE)	\$ -	
				\$ -	
1	7640001106	POWER LINE FILTER		\$ -	\$ -
				\$ -	
1	14YK	Staples for FS-527		\$ -	\$ -
				\$ -	
1		AZ STATE CONTRACT FOR COPIERS	# ADSP011000228		\$ -

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
1	A11G131	BLACK TONER	\$ -	
1	A11G231	CYAN TONER	\$ -	
1	A11G331	MAGENTA TONER	\$ -	
1	A11G431	YELLOW TONER	\$ -	
1		DELIVERY CHARGE	\$ -	
1		INSTALLATION CHARGE	\$ -	

Additional Charges:	Additional Charges
<input type="checkbox"/> Network <input type="checkbox"/> Removal <input type="checkbox"/> Other	TOTAL \$ 4,930.00 (TOTAL is exclusive of applicable taxes)

Pick-Up	Requested Removal Date:
QTY MATERIAL # MATERIAL DESCRIPTION SERIAL NUMBER	
COUNTY ATTORNEY APPROVAL AS TO FORM:	
Bryan Chambers, Chief Deputy County Attorney	Date
<b>THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISION OF A.R.S. 38-511</b>	

Comments: do not install Finisher. This will be stored until a future date when space is available. The 2 paper trays & stand were exchanged for Less costly Copier stand.

order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name Michael A. Pastor  
Please Print

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Representative of Customer

Title Chairman

KMBS Representative Linden WARD 12-6-10  
Date

KMBS Manager Linden WARD 12/6/2010  
Date

# KMBS SALES TERMS AND CONDITIONS "SCHEDULE A"

(Revised 03-30-09)

The following are the terms and conditions which control the sale or rental of the equipment referenced on the reverse side of this Agreement:

**PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

**SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.

**WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.

**LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

**FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make

payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

7. **SEVERABILITY:** If any provision of this Agreement shall be unlawful or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce exercise the same or other provisions, rights, or elections it may have under this Agreement.

9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.

10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss, damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

11. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim asserted against Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign without notice to Customer, any of its rights under this Agreement.

12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446 Attention: Office of Direct Administration.

13. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

14. **ENTIRE AGREEMENT:** This is the entire Agreement between Customer and KMBS and supersedes any proposal or prior agreement, oral or written, or any other communications relating to the sale of KMBS equipment and it may not be released, discharged, changed, modified except by an instrument in writing signed by a duly authorized representative of each party. Customer acknowledges that KMBS sales and service representatives do not have the authority to modify the terms or to commit KMBS to any binding obligation, not otherwise set forth herein. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only and any terms and conditions contained therein shall not modify or alter to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.